

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

FILED
ASHEVILLE, N.C.
AUG 25 2008
U.S. DISTRICT COURT
W. DIST. OF N.C.

UNITED STATES OF AMERICA,
Plaintiff,

v.

GINA BARROS,

Defendant,

CIVIL NO. 1:08CV215
(Financial Litigation Unit)

CONSENT JUDGMENT

THIS CAUSE coming on to be heard before the undersigned Judge, and it appearing to the Court, and the Court finding as a fact that all matters in controversy set out in the pleadings have been agreed upon by the parties, and that the plaintiff has agreed to accept the principal sum of \$157,426.81, plus 8.02 percent pre-judgment interest, accrued pursuant to the terms in the complaint totaling \$55,110.94 as of July 10, 2008, and continuing to accrue until the date of judgment herein at the rate of 8.02 percent per annum; with interest to accrue from the date of judgment at the determined Treasury post-judgment interest rate computed daily and compounded annually, together with \$350.00 in costs, as settlement in full accord and satisfaction thereof; said amount to be paid as follows:

Defendant acknowledges that she is truly and justly indebted to the United States in the total amount of \$212,537.75 as of July 10, 2008. The defendant agrees to pay the sum of \$500.00 per month consecutively with the first payment received on August 1, 2008, and like payments received on the first day of each month thereafter and continuing until paid in full or the file is reviewed each year in which the payment may be increased due to increased financial status. Interest shall accrue

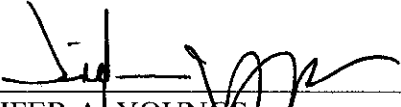
thereon at the determined Treasury post-judgment interest rate computed daily and compounded annually.

In addition to the regular monthly payment, the defendant agrees that the Plaintiff will submit this debt to Treasury for inclusion in the Treasury Offset Program. Under this program, any federal payment the defendant would normally receive may be offset and applied to this debt.

If the defendant fails to make any payment(s) as herein set forth, without any notice to the defendant, the amount of the balance at the date of default with all accrued interest shall become due and payable, including any further costs incurred to attain collection.

NOW, THEREFORE, BY CONSENT, IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff have and recover of the defendant the principal sum of \$157,426.81, plus 8.02 percent pre-judgment interest, accrued pursuant to the terms in the complaint totaling \$55,110.94 as of July 10, 2008, and continuing to accrue until the date of judgment herein at the rate of 8.02 percent per annum; with interest to accrue from the date of judgment at the determined Treasury post-judgment interest rate computed daily and compounded annually, together with \$350.00 in costs, said judgment to be paid pursuant to the schedule set forth above.

WE CONSENT:



JENNIFER A. YOUNGS
ASSISTANT UNITED STATES ATTORNEY
NCSB# 23925



GINA BARROS
DEFENDANT

ENTERED this the 25th day of August, 2008.



LACY H. THORNBURG
UNITED STATES DISTRICT COURT JUDGE